

**PAGE 23 OF 42****ARTICLE XX****PREVIOUS AGREEMENTS SUPERSEDED**

This Agreement supersedes all previous agreements, whether written or oral, between Licensee and Licensor for placement and maintenance of aerial, underground and buried cable, equipment and facilities by Licensee within the area described above and shown by Exhibit A; and there are no other provisions, terms or conditions to this Agreement except as expressed herein. All Currently effective licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

**ATTEST:****NEW JERSEY BELL TELEPHONE COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST: (If a Corporation)**

(Licensee)

Secretary

By: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS: (if not a Corporation)**

Date: \_\_\_\_\_

**PAGE 24 OF 42****EXHIBIT A**

(Insert map showing the area in which Licensee has obtained lawful authority to place, maintain and operate its facilities. as indicated in first paragraph of WITNESSETH page one of the agreement.)

**PAGE 25 OF 42****EXHIBIT B**  
**Page 1 of 2****APPLICATION FOR POLE LICENSE<sup>1</sup>****BELL ATLANTIC-NJ INC.**

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_, 19\_\_, application is hereby made for a license to make attachments to the following poles:

See page(s) 1 to \_\_\_\_\_ dated \_\_\_\_\_  
attached hereto.

Licensee hereby agrees to pay the cost incurred by Licensor in determining if the above-specified facilities of Licensee can be accommodated on the poles that Licensee has requested a license to occupy in accordance with Appendix 1 to the License Agreement.

Attached hereto are Surety Bond in the amount of \$ \_\_\_\_\_<sup>3</sup> as required by Article III (c), (d) and Liability Insurance Policy which meets the requirements of Article XIII (d) of this agreement.

By \_\_\_\_\_  
Title \_\_\_\_\_

- \_\_\_\_\_  
<sup>1</sup> Applications shall be submitted in duplicate.  
<sup>2</sup> A complete description of all facilities shall be given, including quantities, sizes and types of all cables and equipment. See Appendix 2, Paragraph 6.  
<sup>3</sup> Place X's if present surety bond is sufficient for existing and proposed pole attachments.  
<sup>4</sup> A street map showing pole locations shall accompany each application.

**December 1, 1970**

**PAGE 26 OF 42****EXHIBIT B  
Page 2 of 2****POLE LICENSE**

A license is hereby granted to make the attachments described in this application, subject to acceptance by Licensee of the obligation to pay the cost of the following replacement of poles and rearrangement of facilities on poles required to accommodate the specified attachments:

**Description****Estimated Cost \$**

See page(s) 1 to \_\_\_\_\_  
dated \_\_\_\_\_  
attached hereto

See Appendix 1, Paragraph 3a.

BELL ATLANTIC-NJ INC.

By \_\_\_\_\_

Title \_\_\_\_\_

License # \_\_\_\_\_

Date \_\_\_\_\_

The above replacements and rearrangements are approved and the costs thereof will be paid to Licensor in accordance with Appendix 1 to License Agreement.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Above work completed, Poles ready for attachments.

BELL ATLANTIC-NJ INC.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

1 If any additional replacements and rearrangements other than those described herein become involved before delivery of Licensee's approval of such replacements and rearrangements and acceptance of costs to Licensor, the application must be reprocessed to reflect such additional replacements before the license becomes effective.

December 1, 1970

**PAGE 27 OF 42****EXHIBIT C  
Page 1 of 2****APPLICATION FOR CONDUIT SYSTEM LICENSE<sup>1</sup>****BELL ATLANTIC-NJ INC,**

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_, 19\_\_\_\_, application is hereby made for a license to occupy the conduit system shown on the sketch or map, Attachment 1 hereto, with the cable and equipment shown in attachment 2 hereto.

Licensee hereby agrees to pay the cost incurred by Licensor in determining if the above-specified facilities of Licensee can be accommodated in the sections of the conduit system that Licensee has requested a license to occupy in accordance with Appendix 1 to the License Agreement.

Attachment are Surety Bond in the amount of \$ \_\_\_\_\_<sup>2</sup> as required by Article III (c), (d) and Liability Insurance Policy which meets the requirements of Article XIII (d) of this agreement.

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

<sup>1</sup> Applications shall be submitted in duplicate.

<sup>2</sup> Place X's if present surety bond is sufficient for existing and proposed conduit occupancy.

**December 1, 1970**

**PAGE 28 OF 42****EXHIBIT C****Page 2 of 2****CONDUIT SYSTEM LICENSE**

A license is hereby granted to occupy Licensor's conduit system with the cable, equipment and facilities specified in the application, except as to any sections or manholes listed below.

**Exceptions:****Estimated Cost**

See Appendix I Paragraph 5a.

**BELL ATLANTIC-NJ INC.**

By \_\_\_\_\_

Title \_\_\_\_\_

License # \_\_\_\_\_

Date \_\_\_\_\_

Above work completed. Conduit ready for occupancy.

**BELL ATLANTIC-NJ INC.**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**December 1, 1970**

**PAGE 29 OF 42****EXHIBIT D**  
**Page 1 of 2****APPLICATION FOR TRENCH SYSTEM LICENSE<sup>1</sup>****BELL ATLANTIC-NJ INC.**

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_ 19\_\_\_\_, application is hereby made for a license to occupy the trench system shown on the sketch or map, Attachment 1 hereto, with the cable and equipment shown in Attachment 2 hereto.

Licensee hereby agrees to pay the cost incurred by Licensor in determining if the above-specified facilities of Licensee can be accommodated in the sections of the trench system that Licensee has requested a license to occupy in accordance with Appendix I to the License Agreement.

Attached hereto are Surety Bond in the amount of \$ \_\_\_\_\_<sup>2</sup> as required by Article III (c), (d) and Liability Insurance Policy which meets the requirements of Article XIII (d) of this agreement.

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

<sup>1</sup> Applications shall be submitted in duplicate.

<sup>2</sup> Place X's if present Surety Bond is sufficient for existing and proposed trench occupancy.

**December 1, 1970**

**PAGE 30 OF 42****EXHIBIT D  
Page 2 of 2****TRENCH SYSTEM LICENSE**

A license is hereby granted to occupy Licensor's trench system with the cable, equipment and facilities specified in the application, except as to any sections or manholes listed below.

**Exceptions****Estimated Cost**

See Appendix 1, Paragraph  
8 a and b

BELL ATLANTIC-NJ INC.

By \_\_\_\_\_

Title \_\_\_\_\_

License # \_\_\_\_\_

Date \_\_\_\_\_

Above work completed. Trench ready for occupancy.

BELL ATLANTIC-NJ INC.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

December 1, 1970



**NOTIFICATION OF SURRENDER OR MODIFICATION  
OF POLE ATTACHMENT LICENSE BY LICENSEE****BELL ATLANTIC-NJ INC.**

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_, 19\_\_\_\_, notice is hereby given that the license covering attachments to the following poles is surrendered (or modified, if indicated)"

License No. \_\_\_\_\_ Dated \_\_\_\_\_, 19\_\_\_\_.

<u>Pole Identification</u>	<u>Attachment Removed</u>	<u>Modification/Surrendered</u>
----------------------------	---------------------------	---------------------------------

See page(s) 1 to \_\_\_\_\_  
dated \_\_\_\_\_ attached  
hereto.

\_\_\_\_\_  
By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Date Notice Received \_\_\_\_\_ By \_\_\_\_\_

Total Poles Discontinued \_\_\_\_\_

December 1, 1970

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EXHIBIT F

NOTIFICATION OF SURRENDER OF CONDUIT  
SYSTEM OCCUPANCY LICENSE BY LICENSEE

BELL ATLANTIC-NJ INC.

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_, 19\_\_\_\_, notice is hereby given that the license covering occupancy of the following conduit system is surrendered:

License No. \_\_\_\_\_

Dated \_\_\_\_\_, 19\_\_\_\_,

Description of ConduitsFacilities

See Page(s) 1 to \_\_\_\_\_ dated  
\_\_\_\_\_ attached hereto.

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Date Notice Received \_\_\_\_\_ By \_\_\_\_\_

December 1, 1970

**PAGE 33 of 42**  
**EXHIBIT G****NOTIFICATION OF SURRENDER OF TRENCH  
SYSTEM OCCUPANCY LICENSE BY LICENSEE****BELL ATLANTIC-NJ INC.**

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_, 19\_\_\_\_, notice is hereby given that the license covering occupancy of the following trench system is surrendered:

License No. \_\_\_\_\_

Dated \_\_\_\_\_, 19\_\_\_\_.

Description of ConduitsFacilities

By \_\_\_\_\_

Title \_\_\_\_\_

Date Notice Received \_\_\_\_\_

By \_\_\_\_\_

**December 1, 1970**

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APPENDIX 1SCHEDULE OF FEES AND CHARGES

THIS APPENDIX 1 is, from the effective date hereof, an integral part of the License Agreement between NEW JERSEY BELL TELEPHONE COMPANY, therein called Licensor, and \_\_\_\_\_ therein called Licensee, dated \_\_\_\_\_ (hereinafter called the Agreement) and contains the fees and charges governing the use of Licensor's poles, conduit systems and trench systems to accommodate the cable, equipment and facilities of Licensee.

The effective date of this Appendix is \_\_\_\_\_.

POLE ATTACHMENTS

1. The annual pole attachment fee is as follows:

<u>Period</u>	<u>Pole Attachment Fee</u>
From Jan. 1 to Dec. 31, 1992	\$3.60
From Jan. 1 to Dec. 31, 1993	\$4.20

From Jan. 1, 1994 to Dec. 31, 2000, the annual pole attachment fees shall be increased, effective on January 1 of each of these seven (7) years, in an amount equal to the change in the CPI (as defined below) during the immediately preceding twelve month period, but in no event more than six percent (6%) in any one year. The term "CPI" used above shall mean the U.S. Consumer Price Index For Urban Wage Earners and Clerical Workers (U.S. City Average), currently published by the U.S. Bureau of Labor Statistics (or the most comparable index if this index is discontinued).

On and after January 1, 2001, the annual pole attachment fees shall be subject to change in accordance with the terms of said License Agreement and applicable law and regulation. On January 1, 2001, and on January 1 of each year thereafter, the applicable pole attachment fees shall be increased in the amount of four percent (4%) per year unless the parties otherwise agree or the fee is otherwise revised in accordance with said License Agreement and/or applicable law and regulation prior to January 1 of such year.

a. Computation

For the purpose of computing the total attachment fees due hereunder, the total fee shall be based upon the number of poles for which Pole Licenses have been issued as of the first day of June and the first day of December of each year. The first advance payment of the annual charge for licenses granted under this Agreement shall include a charge prorated from the date that the Licensor notifies the Licensee that all poles on a license are suitable for attachment thereto, to the first regular date. (See Exhibit A, page 2).

**b. Payment Date**

Attachment fees shall be payable semi-annually in advance on the first day of January and the first day of July of each year during which this Agreement remains in effect. Semi-annual rental payments shall be based upon the number of poles for which licenses are in effect on the first day of December and the first day of June respectively. The first payment of rental hereunder shall include such prorata amount as may be due for use of poles as stated in l.a. above. Such bills shall be deemed delinquent if not paid thirty (30) days after presentment to Licensee.

**c. Termination of License**

Upon termination or surrender of a license granted hereunder, the applicable attachment fee shall be prorated for the period during which the attachment was made to Licensor's pole during the final semi-annual period and shall be credited to Licensee; provided however, that there shall be no proration of an attachment fee if the license is terminated as a result of any act or omission of Licensee in violation of this Agreement.

**2. Other Charges****a. Computation**

- (1) All charges for inspection, engineering, rearrangements, removals of Licensee's facilities from Licensor's poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensor for performing such work, or having such work performed by a contractor or consultant, plus an amount equal to the surcharges for supervision, (etc.) which the Licensor normally adds to costs when performing such work for others. The cost to Licensor, and the amounts of the surcharges, shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.
- (2) The charge for replacement of poles shall include the entire nonbetterment cost to Licensor, including the increased cost of larger poles, sacrificed life value of the poles removed, cost of removal less any salvage recovery and the cost of transferring Licensor's facilities from the old to the new poles.

**b. Payment Date**

All bills for such other charges shall be payable upon presentment to Licensee, and shall be deemed delinquent if not paid within 30 days after presentment to Licensee.

OCCUPANCY OF CONDUIT SYSTEM3. Occupancy Rental

## a. Occupancy rental charges for conduit system shall be:

\$417 per foot of cable placed in the conduit system, per month.

This price will apply regardless of type of roadway occupied, and the presence or absence of other facilities in that roadway.

From Jan. 1, 1994 to Dec. 31, 2000, the annual conduit occupancy fees shall be increased, effective on January 1 of each of these seven (7) years, in an amount equal to the change in the CPI (as defined below) during the immediately preceding twelve month period, but in no event more than six percent (6%) in any one year. The term "CPI" used above shall mean the U.S. Consumer Price Index For Urban Wage Earners and Clerical Workers (U.S. City Average), currently published by the U.S. Bureau of Labor Statistics (or the most comparable index if this index is discontinued).

On and after January 1, 2001, the annual conduit occupancy fees shall be subject to change in accordance with the terms of said License Agreement and applicable law and regulation. On January 1, 2001, and on January 1 of each year thereafter, the applicable conduit occupancy fees shall be increased in the amount of four percent (4%) per year unless the parties otherwise agree or the fee is otherwise revised in accordance with said License Agreement and/or applicable law and regulation prior to January 1 of such year.

b. Computation

For the purpose of computing the total conduit occupancy fee due hereunder, the length of the cable shall be measured from the center to the center of manholes, or from the center of a manhole to the end of Licensor's conduit system occupied by Licensee's cable. The total occupancy fee shall be based on the lengths occupied on the first day of June and the first day of December each year. The first advance payment of the annual charge for licenses granted under this agreement shall include a charge prorated from the date that the Licensor notifies the Licensee that all conduit on the License is suitable for occupancy (See Exhibit A, Page 2).

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**c. Payment Date**

Conduit occupancy fees shall be payable semi-annually in advance on the first day of January and the first day of July of each year during which this Agreement remains in effect. Semi-annual rental payments shall be based upon the conduit feet for which permits are in effect on the first day of December and the first day of June respectively. The first payment of rental hereunder shall include such prorata amount as may be due for use of conduits as stated in 1b above. Such bills shall be deemed delinquent if not paid within thirty (30) days after presentment to Licensee.

**d. Termination of License**

Upon termination or surrender of a license granted hereunder, the applicable occupancy fee shall be prorated for the period during which the conduit space was occupied during the final semi-annual period and shall be credited to Licensee; provided, however, that there shall be no proration of an occupancy fee if the license is terminated as a result of any act or omission of Licensee in violation of this Agreement.

**4. Other Charges****a. Computation**

All charges for inspections, engineering, rodding, swabbing, placing and removal of cable, and any other charges for work performed for Licensee shall be based upon the full cost and expense to Licensor for performing such work or having such work performed by a contractor or consultant, plus an amount equal to the surcharges for supervision (etc.) which the Licensor normally adds to cost when performing such work for others. The cost to the Licensor, and the amounts of the surcharges shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.

**b. Payment Date**

All bills for such other charges shall be payable upon presentment to Licensee, and shall be deemed delinquent if not paid within 30 days after presentment to Licensee.

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OCCUPANCY OF TRENCH SYSTEM5. Construction Costs

- a. In a common trench the Licensee shall pay to the party sponsoring the trench, an equal portion of the costs of all jointly used trenches based on the total number of parties in the trench.
- b. In a sole trench the Licensee shall pay for the full cost and expense to the Licensor for performing such work or having such work performed by a contractor or consultant plus an amount equal to the surcharges, for supervision (etc.) which the Licensor normally adds to costs when performing such work for others. The cost to the Licensor and the amounts of the surcharges shall be determined in accordance with the customary methods used by the Licensor in determining such costs.

6. Occupancy Rental

- a. \$0.01 per foot of cable per month where the Licensee's cable is in a duct occupied by Licensor's cable of another authorized use of Licensor's trench system.
- b. \$0.01 per foot of cable per month where the Licensee's cable is placed in a vacant duct where subsequent cable placement is practicable.
- c. \$0.02 per foot of cable per month where the Licensee's cable is placed in a vacant duct and it is of such a type and size as to preclude the subsequent placement of additional cable.
- d. For the purpose of computing the total duct occupancy fee due hereunder, the length of the cable shall be measured from the center of the manhole to the end of Licensor's duct in the trench, or the length of duct in the trench system occupied by Licensee's cable. The total occupancy fee shall be based on the lengths occupied on the first day of June and the first day of December each year. The first advance payment of the annual charge for licenses granted under this agreement shall include a charge prorated from the date that the Licensor notifies the Licensee that all trenches on the License are suitable for occupancy.



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e. Payment Date

Duct occupancy fees shall be payable semi-annually in advance on the first day of January and the first day of July of each year during which this Agreement remains in effect. Semi-annual rental payments shall be based upon the Duct Fee for which permits are in effect on the first day of December and the first day of June respectively. The first payment of rental hereunder shall include such prorata amount as may be due for use of Ducts as stated in 6d above. Such bills shall be deemed delinquent if not paid within thirty (30) days after presentment to Licensee.

f. Termination of License

Upon termination or surrender of a License granted hereunder, the applicable occupancy fee shall be prorated for the period during which the conduit space was occupied during the final semi-annual period and shall be credited to Licensee; provided, however, that there shall be no proration of an occupancy fee if the license is terminated as a result of any act or omission of Licensee in violation of this Agreement.

7. Other Chargesa. Computation

All charges for inspections, engineering, rodding, swabbing, placement and removal of cable, and any other charges for work performed for Licensee shall be based upon the full cost and expense to Licensor for performing such work or having such work performed by a contractor or consultant plus an amount equal to the surcharges for supervision (etc.) which the Licensor normally adds to costs when performing such work for others. The cost to the Licensor and the surcharges shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.

b. Payment Date

All bills for such other charges shall be payable upon presentment to Licensee, and shall be deemed delinquent if not paid within 30 days after presentment to Licensee.

NEW JERSEY BELL TELEPHONE COMPANY

BY \_\_\_\_\_

BY \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**PAGE 46 OF 42****APPENDIX 2****ATTACHMENTS TO POLES**

THIS APPENDIX 2 is, from the effective date hereof, an integral part of the License Agreement between NEW JERSEY BELL TELEPHONE COMPANY, therein called Licensor, and

\_\_\_\_\_ therein called Licensee, dated \_\_\_\_\_ (hereinafter called the Agreement) and contains certain minimum requirements and specifications governing the attachment of cables, equipment and facilities of Licensee (sometimes called Attachments in this Appendix) to poles of Licensor. The effective date of this Appendix is \_\_\_\_\_

**1. GENERAL**

- a. In accordance with Article IV, Specifications, of this Agreement, the attached Plates numbered 1 to 5 inclusive, are hereby marked Appendix 2 to the above Agreement and shall govern the application of joint use construction and maintenance under this Agreement with the following additions and modifications.
- b. The Licensee is responsible for the proper design, construction and maintenance of its attachments. Attachments generally will be limited to strand-supported cable, service drops, terminals and necessary appurtenances deemed by Licensor to be suitable for pole mounting.
- c. Any rearrangements of Licensor's facilities or replacement of poles required to accommodate Licensee's attachment shall be done by Licensor.
- d. The fees and charges specified in APPENDIX 1 shall be applicable to all licenses granted to Licensee hereunder, without regard to the methods of attachment used.
- e. Licensee's attachments and facilities shall be plainly identified by appropriate marking satisfactory to Licensor.
- f. Licensee's workmen shall assure themselves that any pole to be climbed has sufficient strength or is adequately braced or guyed to support the weight of the workmen.
- g. All requirements of the National Electric Safety Code (N.E.S.C.) referred to herein shall mean the 1984 Edition of such code, or any later amendment or replacement thereof. All requirements of the National Electric Code (Also referred to as N.E.C.) 1984 edition or any later amendment or replacement thereof shall be met. Any additional requirements of any applicable Federal, State, County or Municipal codes must also be met. References to simply the Safety Code, or to N.E.S.C. have the same meaning.
- h. While many of the standards and technical requirements for Licensee's cable, equipment and facilities are set forth herein, Licensor reserves the right to specify the type of construction required in situations not otherwise covered in this Appendix. In such cases, Licensor will, in its discretion, furnish to Licensee written materials which will specify and explain the required construction.

**October 1, 1985**

j. **Explanation of Terms:**

- (1) **Street Side of Pole** means that semicircumference facing vehicular traffic. At an intersection, it is the semicircumference facing the intersection.
- (2) **Field Side of Pole** is the semicircumference opposite the street side.
- (3) **Face of Pole** is the side of the pole on which the crossarms are mounted, or in the case of a new pole, the side of the pole that is gained for crossarms.
- (4) **Back of Pole** is the side of the pole opposite the face.

**2. VOLTAGE, POWER, ELECTRICAL INTERFERENCE**

- a. Licensee's attachments shall not use or carry voltages in excess of 400 volts to ground or 750 volts between conductors and 150 watts of power as prescribed in the National Electrical Safety Code. All Licensee's attachments carrying voltages in excess of 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield. All energized parts of Licensee's attachments shall be suitably covered to prevent accidental contact by the general public, Licensor's workmen or workmen of another Licensee having facilities on the same pole.
- b. Licensor shall determine whether Licensee's attachments cause or may cause electrical interference with Licensor's communications facilities. Licensee shall, on demand of Licensor, correct immediately at Licensee's expense any such interference including, if necessary, removal of the attachments causing the interference.
- c. No attachment shall use the earth as the sole conductor for any part of the circuit.
- d. Licensee shall not circumvent Licensor's corrosion mitigation measures (e.g., short circuit insulating joints).

**3. GROUNDING AND BONDING**

- a. All power supplies shall be grounded. The neutral side of the power drop shall be continuous and not fused. The neutral line shall also be bonded to the power supply cabinet. The cabinet shall be connected to an earth ground at the pole. In areas where a power utility has a ground wire running down the pole the cabinet can be connected to it if the power utility permits. Where a power utility vertical ground wire is not available, the Licensee must place a ground rod. All cabinets, housings and metal socket bases on a common pole shall be bonded to each other, to the Licensor's strand and to the Licensee's strand.
- b. Where two or more aerial suspension strands are located on the same pole, the suspension strands shall be bonded together. Licensor shall attach the bonding wire to its strand and leave a sufficient length of wire to allow Licensee to complete the bond. Where the strands of two or more Licenses are to be bonded together, the Licensee placing the last strand, if authorized to do so by the other Licensees, shall make both connections. Where such authorization is not granted by the Licensee owning the existing strand, the last Licensee shall attach the bonding wire to its strand and leave

October 1, 1985

enough wire to permit making a connection to the other Licensee's strand. In such case, the Licensee owning the existing strand shall be responsible for completing the bonding.

- c. Suspension strands at trolley feeders and trolley contact wires located on the same street shall be bonded at the first, last and every intermediate fifth poles until the remaining section between bonds is not more than eight nor less than four spans. At other locations, the strands shall be bonded at the first, last and every intermediate tenth poles until the remaining section between bonds is not more than thirteen nor less than four spans. Strands shall be bonded at or near the first pole on each side of underground dips or trolley wire crossovers.
- d. Where poles are in joint use with power circuits over 13.5KV, supplementary bonds are required. Communication and CATV strands must be bonded at all locations where the licensor's strand is bonded to the electric multigrounded neutral.
- e. Strands attached to the same bolt do not have to be bonded.
- f. Where a Licensee's strand leaves a pole which carries other strands supporting communications cables, and Licensee's strand continues to a pole carrying power facilities but not communication facilities of Licensor, Licensee's cable shall be:
  - (1) Bonded to the other communications strands on the pole that it leaves.
  - (2) Bonded to an effective ground, preferably within two spans but not greater than ten (10) spans, after leaving said pole, and
  - (3) Bonded with a No. 6 solid, soft-drawn copper wire. The wire must be attached to the strand with an approved clamp, such as a lashing wire clamp, designed for attachment to each specific size of strand involved (for example, Chance Lashing Wire Clamp, Catalog Number 9000, or equivalent).
- g. Strands supporting drop wire shall be bonded to the cable suspension strand.

#### **4. CLEARANCES**

- a. Licensee's Attachments are subject to the same clearances as communications facilities and shall meet all of the pertinent clearance requirements of the Safety Code. Safety Code rules covering the most commonly encountered conditions are listed below.

**NESC 1984 Edition  
General Rule**

- (1) Vertical clearance on poles jointly occupied by communication facilities and power facilities
- (2) Mid-span clearances between communication facilities and power facilities

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BELL ATLANTIC

Attach. I(1)  
Page 1 of 1

COMPARISON OF DS3 SERVICE  
AND ACCESS LINK SERVICE COSTS

LINE	DESCRIPTION	TERMINATION	FIXED	PER MILE
<b>DS3 SERVICE COSTS</b>				
1.	- DS3, Entrance Facilities, Electrical	\$1,429.84		
2.	- DS3, Entrance Facilities, Optical	\$791.02		
3.	- Zone 1, DS3, Direct Trunked Transport		\$554.75	\$16.91
4.	- Zone 2, DS3, Direct Trunked Transport		\$620.08	\$19.60
5.	- Zone 3, DS3, Direct Trunked Transport		\$606.61	\$48.31
<b>ACCESS LINK SERVICE COSTS</b>				
6.	Video Dialtone Access Link, Direct Access Connection	\$735.55	\$450.37	\$8.39
7.	Video Dialtone Access Link, Serving Wire Center Connection		\$892.11	\$8.39

NOTES:

- A. SOURCE FOR DS3 COSTS: Transmittal No. 700, September 30, 1994, D&J Workpaper 2, DS3 Costs, Channel Mileage, Effective 12/29/94
- B. SOURCE FOR ACCESS LINK COSTS: Transmittal No. 741-Amended, May 5, 1995, Revised Workpapers 5-1 and 5-2
- C. Rate Zone 1 wire centers have high traffic density, Zone 2 centers have medium density, and Zone 3 centers have low density.



Bell Atlantic Network Services, Inc.  
One Bell Atlantic Plaza  
1310 North Court House Road  
4th Floor  
Arlington, Virginia 22201  
703 974-5995

Michael R. McCullough  
Director, Rates & Tariffs  
External Affairs

September 1, 1994

Transmittal No. 692

William F. Caton  
Acting Secretary  
Federal Communications Commission  
Washington, D.C. 20554

Attention: Common Carrier Bureau

The accompanying tariff material, issued by The Bell Atlantic Telephone Companies and bearing Tariff F.C.C. No. 1, Access Service, is sent to you for filing in compliance with the requirements of the Communications Act of 1934, as amended. This material filed on greater than statutory notice is scheduled to become effective on December 15, 1994. This filing consists of tariff pages as indicated on the following check sheets:

Tariff F.C.C. No.

Check Sheet Revision No.

1

666th Revised Page 1  
47th Revised Page 1.12  
13th Revised Page 1.13

In compliance with the Commission's Memorandum Opinion and Order, CC Docket No. 91-141, FCC 94-190, released July 25, 1994, Bell Atlantic herein provides revised tariff pages and necessary support documentation to modify its existing Virtual Collocated Interconnection service offering. The Commission's order mandates Virtual Collocated Interconnection in Bell Atlantic's Tariff F.C.C. No. 1.

Support information as specified in Section 61.38 and 61.49 of the Commission's Rules is included with this filing.

We have enclosed a check in the amount of \$565.00 in accordance with the fee program procedures.

The original of this Transmittal letter is being delivered today via same day courier to the Mellon Bank in Pittsburgh, Pennsylvania.



Copies of this transmittal have been hand-delivered today to the Commercial Contractor and the Chief, Tariff Review Branch.

Acknowledgement and date of receipt of this filing are requested. A duplicate letter of transmittal is attached for this purpose.

All correspondence and inquiries in connection with this filing should be forwarded to Patricia Koch, Assistant Vice President, External Relations and New Business Issues at 1133 20th Street, N.W., 8th Floor, Washington, DC 20036.

Michael R. McCullough (g)

Attachments to the Original:

Duplicate Letter  
Payment Fee  
F.C.C. Form 159

Attachments to the Copies:

Duplicate Letter  
Tariff Pages  
Support Documentation